

EXHIBIT A

Law Offices of
Michael N. Vaporis
840 Philadelphia Street, #301
Indiana, Pennsylvania 15701



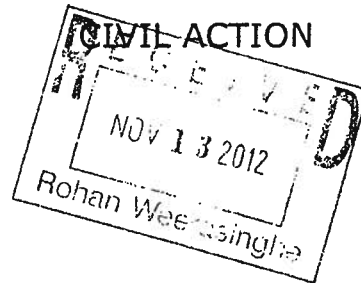
COURT OF COMMON PLEAS OF
INDIANA COUNTY, PENNSYLVANIA

DONALD A. CARPENTER, JR.,
Plaintiff

CASE NO. 11978 C.D. 2012

v.

CITIBANK, N.A., doing business
as CitiFinancial,
Defendant



To: Defendant

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE
MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT
AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO FEE.**

COURT ADMINISTRATOR'S OFFICE
4TH FLOOR, INDIANA COUNTY COURTHOUSE
INDIANA, PENNSYLVANIA 15701
(724) 465-3955

COURT OF COMMON PLEAS OF
INDIANA COUNTY, PENNSYLVANIA

DONALD A. CARPENTER, JR.,	:	
Plaintiff	:	
	:	CASE NO. 11978 C.D. 2012
v.	:	
	:	CIVIL ACTION
CITIBANK, N.A., doing business	:	
as CitiFinancial,	:	
Defendant	:	

Complaint with Jury Demand

Now comes the Plaintiff, by and through his attorneys, Michael N. Vaporis and Katrina M. Kayden, and demanding a trial by jury in this action, pleads as follows.

1. The Plaintiff is an individual residing in Cherry Tree, Pennsylvania, with a mailing address of P.O. Box 117, Cherry Tree, Pennsylvania 15724.

2. The Defendant is a corporation headquartered at 399 Park Avenue, New York, New York 10022, and which uses in Pennsylvania an unregistered fictitious name: CitiFinancial.

3. In 2011 the Defendant filed a foreclosure action against the Plaintiff with respect to his home, being case no. 12344 CD 2011.

4. The Plaintiff defended the foreclosure action and was represented by his present attorneys, Michael N. Vaporis and Katrina M. Kayden.

5. The Plaintiff's attorneys also filed in 2012 a bankruptcy petition for him, being case no 12-70118-JAD, filed in the Western District of Pennsylvania; the Plaintiff received his discharge on July 18, 2012 (a copy of which is attached to this complaint).

6. In the foreclosure action, on or about August 15, 2012, counsel for the Defendant filed a pleading entitled "Suggestion of Bankruptcy Discharge", and in the certificate of service acknowledged sending a copy to the Plaintiff's attorney: Michael N. Vaporis.

7. Despite actual knowledge of the representation of the Plaintiff by counsel in both the pending foreclosure action, and the bankruptcy, the Defendant has repeatedly, and intentionally, violated the law by contacting the Plaintiff directly by mail and by telephone. Copies of the written contacts are attached to this complaint.

8. Such conduct by the Defendant violates the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., and violates 15 USC 1681s-2.

9. The actions of the Defendant has also violated Pennsylvania's Fair Credit Extension Uniformity Act, 73 P.S. §2270.1 et seq., which constitutes a violation of the Unfair Trade Practice and Consumer Protection Law, 73 P.S. §201-1 et seq.

Wherefore, the Plaintiff prays for judgement against the Defendant, in an amount less than fifty thousand dollars, plus attorney fees, interest and costs, to recover for which this suit is brought.

Respectfully submitted,



Michael N. Vaporis (46333)
Katrina M. Kayden (204563)
Law Offices of Michael N. Vaporis
840 Philadelphia Street #301
Indiana, Pennsylvania 15701
(724) 465-5653
Attorneys for the Plaintiff

Case 12-70118-JAD Doc 11 Filed 07/18/12 Entered 07/18/12 14:08:23 Desc Dischg
Ch7 Page 1 of 2

B18 (Official Form 18) (12/07)

United States Bankruptcy Court
WESTERN DISTRICT OF PENNSYLVANIA
Case No. 12-70118-JAD
Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Donald A Carpenter Jr.
221 North Main St.
PO Box 117
Cherry Tree, PA 15724

Arla R Carpenter
221 North Main St.
PO Box 117
Cherry Tree, PA 15724

Social Security / Individual Taxpayer ID No.:

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 7/18/12

Jeffery A. Deller
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

CitiFinancial
6400 Las Colinas Blvd MS CC2-21
Irving TX 75039

October 4, 2012

*Just
received
Saturday Oct. 6, 2012*

|||||

DONALD A CARPENTER JR
PO BOX 117
CHERRY TREE PA 15724-0117

RE: Mortgage Loan #: [REDACTED]

Dear DONALD A CARPENTER JR:

NOTIFICATION REGARDING YOUR INTENTIONS TO RETAIN PROPERTY

We have recently been informed through the bankruptcy court that you have filed a Chapter 7, Pro Se, which means you have chosen not to use the services of an attorney. It is our understanding that you have obtained a discharge in your case and did not reaffirm your debt with CitiFinancial ("CitiFinancial"). Please be advised that while you are discharged from your personal obligation for the debt, a lien remains on the property. The terms of the security instrument with respect to the above referenced property are in default and we are therefore, reviewing the account to determine whether to institute foreclosure proceedings.

CitiFinancial wants you to know there are still many options available at this time, and we are here to help in any way possible. While you have received a discharge from the bankruptcy court, we still retain a lien on the property and would like to know your intentions with respect to the property and we will try to work with you to that end.

If you would like to KEEP the property, whether we are foreclosing or not, the following options may be available depending on specific circumstances:

- . Bring the loan to current status and halt foreclosure action;
- . Formal stipulated forbearance agreement to cure loan over time and suspend foreclosure action;
- . Deferment to bring loan current and halt foreclosure action;
- . Refinance by outside lender to pay off the lien securing real estate, terminating foreclosure action;
- . Voluntary payment Loan modification revising terms of mortgage and terminating foreclosure.

If you do not wish to keep the property, whether you still live in it or not, depending on specific circumstances, some options may include;

- . List and sell the property with a local Realtor of their choosing, moving out upon closing;
- . Give the property back to us through a deed-in-lieu of foreclosure, contingent on value and condition;
- . In either situation above, you may qualify for a cash incentive payment for cooperation upon completion of a deed-in-lieu-of foreclosure, or the consummation of the sale of your property.

We look forward to your call allowing us to work with you. While no guarantees can be made, we believe it would be beneficial for all of us to attempt to work out a resolution. If you would like to explore these alternatives, please contact us at 8776221611 ext. 0340793. Please refer to the account number listed above and letter number 10941 in any communication or correspondence.

Respectfully,

Nicolas Garcia, Home Retention Specialist
CitiFinancial

September 7, 2012

DONALD A CARPENTER JR
 PO BOX 117
 CHERRY TREE PA 15724-0117

RE: Mortgage Loan #: [REDACTED]

Dear DONALD A CARPENTER JR:

NOTIFICATION REGARDING YOUR INTENTIONS TO RETAIN PROPERTY

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Respectfully,

Nicolas Garcia, Home Retention Specialist
CitiFinancial

FINITY Connect

Page 1 of 1

XFINITY Connect

jlcrovich@comcast.net

± Font Size ±

Phone calls from Citi Finanical

Fri, Oct 19, 2012 02:21 AM

From : Donald Carpenter Jr <dirtfan_dacarpenter@verizon.net>

Subject : Phone calls from Citi Finanical

To : jlcrovich@comcast.net

On Tuesday, Oct.16,2012 @8:25 am,voice mail was left:

This message is for Donald Carpenter Jr or Arla Carpenter, this is Nick , Im calling from Citi Financial Mortgage, it is very important you return my call when you recieve this message @ 1-877-675-3656 ext.0340793

On Friday, Oct.19,2012 @ 9:41 am voice mail was left:

This message is for Donald A. Carpenter Jr or Arla Carpenter, my name is Nick, Im calling from the Foreclosure Department of Citi Financial Mortgage, please return my call when you recieve this message @ 1-877-675-3656 ext.0340793

VERIFICATION

I verify that the statements made in the foregoing true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


Donald A. Carpenter Jr.